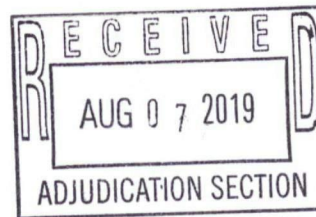


LISKOW & LEWIS

A Professional Law Corporation

701 Poydras Street, Suite 5000
New Orleans, Louisiana 70139
Main 504.581.7979
Fax 504.556.4108



Liskow.com

August 7, 2019

Joan G. Seelman

Direct: (504) 299-6121

jseelman@Liskow.com

VIA HAND DELIVERY

Ms. Colette Worcester
Bureau of Ocean Energy Management
Adjudication Unit
1201 Elmwood Park Boulevard, MS 5421
New Orleans, Louisiana 70123-2390

Re: Assignment of Overriding Royalty Interest
Our File No. 69843.0001

Ladies and Gentlemen:

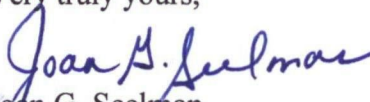
Enclosed please find two (2) copies of an Assignment of Overriding Royalty Interest dated July 30, 2019, effective January 1, 2019, by Peregrine Oil & Gas II, LLC, as Assignor and GOM Energy Venture 2017, LLC, as Assignee, hereinafter referred to as "Assignment". Please record this letter and the Assignment in the files maintained for the following leases:

OCS-G 33607
OCS-G 33608
OCS-G 36200

This letter and document should be placed on your document imaging system under "Document Type No. 5" "Overriding Royalty Interest, Production Payment and Net Profits." I have enclosed a paygov receipt for filing fees in the amount of \$87.00 for the filing of the Assignment.

If you have any questions concerning this matter, please do not hesitate to contact the undersigned at jseelman@liskow.com or at 504-299-6121.

Very truly yours,


Joan G. Seelman
Regulatory Paralegal

Enclosure

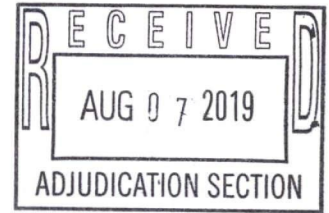
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NEW ORLEANS | LAFAYETTE | HOUSTON | BATON ROUGE

Vermilion Parish, LA Recording Page



Diane Meaux Broussard
Clerk of Court
100 N. State Street
ABBEVILLE LA 70510
PHONE: (337) 898-1992 FAX: (337) 898-9803



First VENDOR

PEREGRINE OIL & GAS II LLC

First VENDEE

GOM ENERGY VENTURE 2017 LLC

Book: CO

Instrument Number: 2019005650

Instrument Type: ASSIGN

Recording Pages: 5

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Vermilion Parish, LA

Diane Meaux Broussard
Clerk of Court

On (Recorded Date): 08/02/2019

At (Recorded Time): 9:19AM

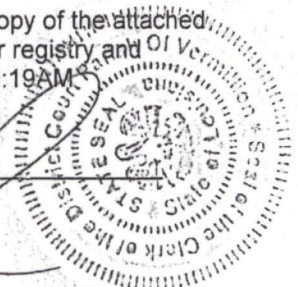
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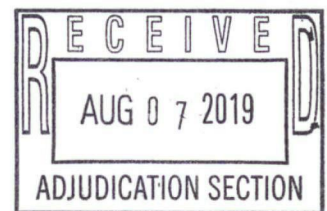


CLERK OF COURT
DIANE MEAUX BROUSSARD
VERMILION PARISH, LA

I certify that this is a true copy of the attached document that was filed for registry and
Recorded 08/02/2019 at 9:19AM
File Number 2019005650

[Signature]
Deputy Clerk





ASSIGNMENT OF OVERRIDING ROYALTY INTEREST
OCS-G 33607, OCS-G 33608 and OCS-G 36200

UNITED STATES OF AMERICA
OUTER CONTINENTAL SHELF
GULF OF MEXICO

§
§ KNOW ALL MEN BY THESE PRESENTS:
§

THIS ASSIGNMENT OF OVERRIDING ROYALTY INTEREST ("Assignment") dated effective as of January 1, 2019 ("Effective Date"), is from Peregrine Oil & Gas II, LLC, a Delaware limited liability company, whose address for purposes hereof is 675 Bering Drive, Suite 620, Houston, Texas 77057 ("Assignor") to GOM Energy Venture 2017, LLC, a Texas limited liability company, whose address for purposes hereof is 675 Bering Drive, Suite 620, Houston, Texas 77057 ("Assignee").

For and in consideration of the sum of One Hundred Dollars and other good and valuable consideration (\$100.00 & o.v.c.) to Assignor in hand paid, the receipt and sufficiency of all consideration which is hereby acknowledged, Assignor does hereby sell, transfer, convey, grant, assign and deliver unto Assignee an overriding royalty interest ("ORRI") equal to six percent of eight-eighths (6% of 8/8^{ths}) of all oil, gas, casinghead gas and associated hydrocarbons ("Hydrocarbons") produced and saved pursuant to the terms and conditions of the following described oil and gas lease(s) (hereinafter each individually a "Lease" and collectively the "Leases"):

- A. That certain Oil and Gas Lease of Submerged Lands bearing Serial No. OCS-G 33607, dated effective July 1, 2010 from the United States of America, as Lessor, to and in favor of Entek USA General LLC (50.0%) and Peregrine Oil & Gas II, LLC (50.0%), collectively as Lessee, covering all of Block 341, Vermilion Area, South Addition, OCS Leasing Map, Louisiana Map No. 3B, containing approximately 5,000 acres, more or less; and,
- B. That certain Oil and Gas Lease of Submerged Lands bearing Serial No. OCS-G 33608, dated effective July 1, 2010 from the United States of America, as Lessor, to and in favor of Entek USA General LLC (50.0%) and Peregrine Oil & Gas II, LLC (50.0%), collectively as Lessee, covering all of Block 342, Vermilion Area, South Addition, OCS Leasing Map, Louisiana Map No. 3B, containing approximately 5,000 acres, more or less; and,
- C. That certain Oil and Gas Lease of Submerged Lands bearing Serial No. OCS-G 36200, dated effective June 1, 2018 from the United States of

America, as Lessor, to and in favor of Arena Energy, LP, as Lessee, covering all of Block 325, Vermilion Area, South Addition, OCS Leasing Map, Louisiana Map No. 3B, containing approximately 5,000 acres, more or less.

TO HAVE AND TO HOLD the ORRI unto Assignee, its heirs, successors and assigns forever, subject to the following terms and conditions:

1. The value and payment of the ORRI regarding Assignee's share of the Hydrocarbons so produced and saved shall be calculated and paid in the same manner as the Lessor's royalty set out in the Leases; provided, however, that such calculation and payment with respect to the ORRI shall not be affected by any reduction, deferral, mitigation, suspension or other relief of the Lessor's royalty as allowed under the terms of the Lease and/or any applicable laws, rules, regulations and orders of appropriate governmental authorities and agencies having jurisdiction over the Leases.

Except as provided in the preceding sentence, the ORRI shall be free and clear of any costs and expenses of or in connection with the acquisition, exploration, development and operation of the Leases and/or the lands covered thereby (including, without limitation, the production and marketing of Hydrocarbons therefrom or attributed thereto) and any other lease(s) and/or lands pooled or unitized therewith; however, for clarification the ORRI shall bear its share of transportation as set forth in Sec. 6.(c)(ii) of BOEM Form BOEM-2005 (October 2011), as revised, updated or superseded and fuel oil and gas for operating the premises, and for treating and handling the Hydrocarbon products therefrom, shall be deducted before said ORRI is computed. Assignor (or each successor(s) thereto) undivided ownership interest in the Leases shall bear its respective proportionate share, as between Assignors, of the ORRI.

2. Assignee shall bear and be charged with its proportionate share of all ad valorem, production, severance and similar taxes measured by the amount or value of such production and which may be levied or assessed against the same (and which are attributable to the ORRI) and shall be paid by Assignee.

3. In the event any Lease covers an interest in the acreage described herein less than the entirety of the mineral rights, then as to such Lease the ORRI on production therefrom shall be payable to Assignee in proportion only to that mineral interest covered by such Lease. If Assignor's ownership interest in the Lease is less than 100% of 6/6ths, then the ORRI provided for herein shall be paid to Assignee in the proportion that Assignor's interest bears to a 100% of 6/6ths ownership interest in the Lease.

4. Assignor reserves the exclusive sole right, without the consent or joinder of Assignee, to pool or unitize part or all of the Leases, including the ORRI as applicable thereto, with any other oil and gas leasehold interests or lands in authority granted by the Leases and also in accordance with any agreement subsequently obtained by the owner as to each of any pool, unit or units so created. As to any pool or unit or units so created the ORRI's share of all Hydrocarbons produced and saved therefrom shall be reduced in proportion to that proportion which such Lease's working interest in the pool or unit bears par pursue to all working interest therein.

5. Unless Assignee is taking-in-kind (which such right is expressly granted by Assignor to Assignee herein) regarding the ORRI, the production operator will provide Assignee with periodic statements of the Hydrocarbons production and sales volumes, pricing and other documentation routinely provided to overriding royalty interest owners. The production operator shall work in good faith to cause such information to be distributed on a monthly basis throughout the productive life of the Leases. The production operator will maintain a true and correct set of records pertaining to the ORRI in accordance with its customary accounting practices. Assignor further agrees to retain such aforementioned records for a period of not less than one (1) year after the calendar year for which such production records pertain. If a bona-fide dispute arises regarding payment of the ORRI, Assignee shall have the right, upon thirty (30) days written notice, to review the records of any party distributing the ORRI (at a mutually convenient time during such party's normal business hours and in accordance with the Council of Petroleum Accountants Society guidelines and practices) to verify the compliance with the terms of this Assignment. Verification of payment may be performed by Assignee directly or through an independent accounting firm of its choice, but in each case at the Assignee's sole cost and expense.

6. Assignor hereby warrants that the ORRI has not been encumbered by, through or under Assignor. Assignor binds and obligates itself, its successors, assigns, heirs and legal representatives to warrant and forever defend, all and singular, title to the ORRI unto the Assignee, its successors, assigns, heirs and legal representatives, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Assignor, but not otherwise.

7. In the event one or more of the provisions contained in this Assignment shall be held, for any reason, to be invalid, void, illegal, or unenforceable, in any respect, such invalidity, avoidance, illegality or unenforceability shall not affect the remaining provision hereof, and this Assignment shall remain unaffected and shall be construed as if such invalid, void, illegal or unenforceable provision never had been contained herein.


8. Assignor shall never be under an obligation or duty to Assignee, its heirs, successors or assigns, to maintain the above described Leases in force and effect by the payment of rentals, the drilling of wells or otherwise and all operations, if any, and the extent and duration thereof, as well as the preservation of each leasehold by rental payments or otherwise, shall be solely at the will of the owner(s) of the Leases; Assignor shall never be required to conduct any operations on the acreage covered by the Leases, or leases pooled therewith, nor to maintain such operations after begun, nor production of oil, gas, or other minerals after being established, nor to protect the acreage covered by the Leases, or leases pooled therewith, from drainage, the ORRI being due and payable out of production attributable to the Leases if any.

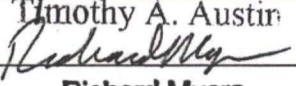
9. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, heirs and/or legal representatives and shall constitute a covenant running with the Leases. It is expressly agreed that the overriding royalty interest herein conveyed shall apply to production under the terms of the Lease and any extension, renewal, or modification or re-leasing of the Lease taken within eighteen (18) months after each such Lease has expired.

[Signatures and Witnesses to follow]

IN WITNESS WHEREOF, this Assignment is executed by the parties hereto as of the dates set forth in their respective acknowledgments attached hereto, but shall be effective as of the Effective Date.

WITNESSES:

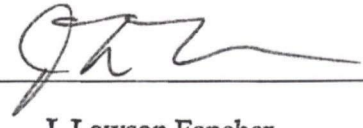


Printed Name of Witness Timothy A. Austin


Printed Name of Witness Richard Myers

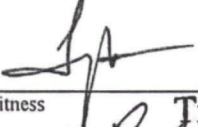
ASSIGNOR:

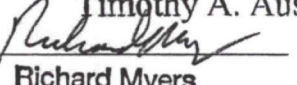
Peregrine Oil & Gas II, LLC

By:  JA

Name: J. Lawson Fancher
Principal
Title: _____

WITNESSES:




Printed Name of Witness Timothy A. Austin


Printed Name of Witness Richard Myers

ASSIGNEE:

GOM Energy Venture 2017, LLC

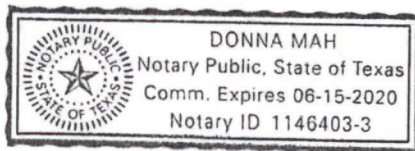
By:  JA

Name: J. Lawson Fancher
Principal
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Be it known, that on this 30th day of July, 2019, before me the undersigned authority, personally appeared J. Lawson Fancher, to me personally known and who, being first duly sworn by me did say that he is the Principal of Peregrine Oil & Gas II, LLC, a Delaware limited liability company, and that the foregoing instrument was signed by him in the presence of the two witnesses whose names are subscribed above, and who acknowledged in my presence and in the presence of said witnesses that the foregoing instrument was signed on behalf of the limited liability company by authority of their respective managers as the free act and deed of the limited liability company.

[SEAL]

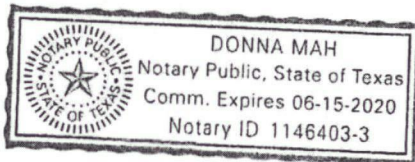


Donna Mah
Notary Public

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Be it known, that on this 30th day of July, 2019, before me the undersigned authority, personally appeared J. Lawson Fancher, to me personally known and who, being first duly sworn by me did say that he is the Principal of GOM Energy Venture 2017, LLC, a Texas limited liability company, and that the foregoing instrument was signed by him in the presence of the two witnesses whose names are subscribed above, and who acknowledged in my presence and in the presence of said witnesses that the foregoing instrument was signed on behalf of the limited liability company by authority of their respective managers as the free act and deed of the limited liability company.

[SEAL]



Donna Mah
Notary Public